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5 Attorneys for Plaintiff,  
BERKLEY AVIATION, LLC

## **NOTE: CHANGES MADE BY THE COURT**

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 BERKLEY AVIATION, LLC,  
12 Plaintiff.

Case No. CV12-08659 GHK(JEMx)

**[PROPOSED] JUDGMENT**

13 || vs.

14 TACTICAL INSURANCE GROUP,  
15 LLC, DBA TACTICAL AVIATION  
GROUP; GARY GRIFFITH.

16 Defendants.

This action was dismissed on December 4, 2012, with the Court retaining jurisdiction to enforce the terms of the settlement agreement, including entry of judgment in the event that all payments set forth in the settlement agreement are not made as agreed by the parties. Pursuant to the parties' settlement agreement and stipulation for entry of judgment (Doc. 10, Exhibit A), plaintiff Berkley Aviation, LLC ("Berkley") has applied for entry of judgment against defendant Tactical Insurance Group, LLC, dba Tactical Aviation Group ("Tactical"). The evidence presented having been fully considered, the issues having been duly heard and a decision having been duly rendered,

1 IT IS ORDERED AND ADJUDGED that judgment be entered in favor of  
2 Berkley, against Tactical in the amount of \$382,750.79, calculated as follows:

3 Balance owing on the Settlement Sum is \$362,120.00.

4 Prejudgment interest of \$9,821.79, at the rate of 10% per annum on the  
5 principal sum of \$362,120.00 (\$99.21 per day) from October 1, 2012;

6 Attorney fees of \$10,459.00; and

7 Costs of \$350.00.

8 Pursuant to paragraph 5 in the Stipulation for Entry of Judgment (Doc 10,  
9 pp. Exhibit A-7 to A-9), Berkley reserves the right to move the Court in the future  
10 for an order amending the judgment to name defendant Gary Griffith as a liable  
11 party on an alter ego theory, while giving Griffith adequate notice and an  
12 opportunity to oppose that motion.

13 IT IS SO ORDERED.

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15 DATED: 1/8, 2013



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George H. King,  
Chief U. S. District Judge